

DISTRICT OF COLUMBIA COURTS
SOLICITATION, OFFER AND AWARD
FOR SUPPLIES, OR SERVICES

ISSUED BY: DISTRICT OF COLUMBIA COURTS
ADMINISTRATIVE SERVICES DIVISION
PROCUREMENT AND CONTRACTS BRANCH
700 SIXTH STREET, N.W., ROOM 1257
WASHINGTON, D.C. 20001

DATE ISSUED: April 25, 2023,
QUESTIONS DATE: May 3, 2023
QUESTIONS TIME: 2:00PM (EST)
CLOSING DATE: May 11, 2023
CLOSING TIME: 2:00PM (EST)

SOLICITATION NUMBER: DCSC-23-GSA-97

MARKET: GSA Schedule (PSS/MAS)

OFFER/BID FOR: OMB Circular A-123 District of Columbia Courts

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OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations “Offer” and Offeror” mean Bid” and Bidder.”

The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under “AWARD” below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract.

<p style="text-align: center;">OFFEROR</p> <p>Name:</p> <p>Street:</p> <p>City, State:</p> <p>Zip Code:</p> <p>Area Code & Telephone Number:</p>	<p>Name and title of Person Authorized to Sign Offer: (Type or Print)</p> <hr/> <table style="width: 100%;"> <tr> <td style="width: 70%;">Signature</td> <td style="width: 30%;">Date:</td> </tr> <tr> <td style="text-align: center;">(Seal)</td> <td></td> </tr> </table> <p>Impress Corporate Seal</p> <p>Corporate (Secretary) _____ (Seal) _____ (Attest)</p>	Signature	Date:	(Seal)	
Signature	Date:				
(Seal)					

AWARD (To be completed by the District of Columbia Courts)

CONTRACT NO. _____ AWARD AMOUNT \$ _____

ACCEPTED AS TO THE FOLLOWING ITEMS:

<p>CONTRACT PERIOD: _____</p>	<p style="text-align: right;">DISTRICT OF COLUMBIA COURTS</p> <p style="text-align: right;">BY: _____</p> <p style="text-align: right;">CONTRACTING OFFICER</p> <p style="text-align: right;">AWARD DATE _____</p>
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All written communications regarding this solicitation should be addressed to the Contracting Officer and should be directed via email to Contract Specialist, Katrina J. Cypress at katrina.cypress@dccsystem.gov.

The prospective Offerors shall submit questions no later than 2:00 PM (EST) on May 3, 2023. The Courts will not consider any questions received after this specified date and time. Written questions and inquiries should be submitted via email to Contract Specialist, Katrina J. Cypress at katrina.cypress@dccsystem.gov.

The Courts will post all amendments and responses to offerors questions on the DC Courts website at <https://www.dccourts.gov/about/procurement-contracts-branch>. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding. Responses to all questions will be posted with an amendment to the solicitation on May 5, 2023.

This solicitation is a GSA Schedule (PSS/MAS) procurement.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Courts is seeking proposals for the services of Certified Public Accountant firms and Consulting firms qualified to perform OMB Circular A-123 internal control reviews and/or Sarbanes Oxley internal control reviews on the **GSA Professional Services Schedule (PSS) Multiple Awards Schedule (MSA)** to perform an evaluation of the control design and operating effectiveness of financial reporting internal controls in accordance with the most current iteration of OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control.

B.2 The Contractor shall submit a price for the Base Year and all Option Years for any or all services specified below and in accordance with Section C of the Request for Proposals (RFP). The quantities listed below are estimates only and do not represent a commitment by the Courts to purchase specific quantities of the requested services. The Courts anticipates a single award as a result, of the proposals received in response to this solicitation.

B.3 CONTRACT PRICE:

The Courts intends to award a firm-fixed contract with fixed-labor per hour unit price(s), effective for the period stated in Sections B.3.1 through B.3.5--Price Schedule.

B.3.1 BASE PERIOD (1st year of the contract)

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
001	Task 1: Entrance Conference, Monthly Status Reports and time attendance records. (Task 3.1 & 3.2 on technical proposal)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
002	Task 2: Assessment and documentation of Management's Materiality Threshold (Task 3.3 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
003	Task 3: Sampling Plan - Definition and documentation of sampling selection methodology that will be used. (Task 3.4 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
004	Task 4: Assess Control Design Effectiveness. Develop or enhance Narrative and/or Flowchart documents of DC Courts financial reporting internal control design processes. Develop and document listing of Key and Non-Key controls. Perform control design walkthroughs to evaluate control design effectiveness. Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness. (Task 3.5; 3.6, 3.7 & 3.8 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
005	Task 5: Development and performance of detailed test plans to assess adequacy of control Operating effectiveness. (Task 3.9 & 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
006	Task 6: Identification of Control deficiencies - Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness. (Task 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
007	Task 7: Discussion of Testing Results with COTR and Management Task 3.10 per SOW	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
008	Task 8: Development of Corrective Action Plans (CAPs) (Task 11 per SOW	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
009	Task 9: Final Report of DC Courts Internal Controls Assurance Report to be included in Financial Statements	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
Total Price: (*Based upon Estimated Hours – Contractor shall be compensated based upon firm-fixed unit prices and actual hours worked under resultant contract)					\$ _____

B.3.2 OPTION Year 1

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
001	Task 1: Entrance Conference, Monthly Status Reports and time attendance records. (Task 3.1 & 3.2 on technical proposal)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
002	Task 2: Assessment and documentation of Management's Materiality Threshold (Task 3.3 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
003	Task 3: Sampling Plan - Definition and documentation of sampling selection methodology that will be used. (Task 3.4 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
004	Task 4: Assess Control Design Effectiveness Develop or enhance Narrative and/or Flowchart documents of DC Courts financial reporting internal control design processes. Develop and document listing of Key and Non-Key controls. Perform control design walkthroughs to evaluate control design effectiveness. Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness. (Task 3.5; 3.6, 3.7 & 3.8 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
005	Task 5: Development and performance of detailed test plans to assess adequacy of control Operating effectiveness. (Task 3.9 & 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
006	Task 6: Identification of Control deficiencies - Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness. (Task 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
007	Task 7: Discussion of Testing Results with COTR and Management Task 3.10 per SOW	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
008	Task 8: Development of Corrective Action Plans (CAPs) (Task 11 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
009	Task 9: Final Report of DC Courts Internal Controls Assurance Report to be included in Financial Statements	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
		D.	_____	\$_____	\$_____
Total Price: (*Based upon Estimated Hours – Contractor shall be compensated based upon firm-fixed unit prices and actual hours worked under resultant contract)					\$_____

B.3.3 OPTION Year 2

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
001	Task 1: Entrance Conference, Monthly Status Reports and time attendance records. (Task 3.1 & 3.2 on technical proposal)	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
002	Task 2: Assessment and documentation of Management's Materiality Threshold (Task 3.3 per SOW)	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
003	Task 3: Sampling Plan - Definition and documentation of sampling selection methodology that will be used. (Task 3.4 per SOW)	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
004	Task 4: Assess Control Design Effectiveness Develop or enhance	A.	_____	\$_____	\$_____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
	Narrative and/or Flowchart documents of DC Courts financial reporting internal control design processes. Develop and document listing of Key and Non-Key controls. Perform control design walkthroughs to evaluate control design effectiveness. Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness. (Task 3.5; 3.6, 3.7 & 3.8 per SOW)	B. C. D.	_____ _____ _____	\$_____ \$_____ \$_____	\$_____ \$_____ \$_____
005	Task 5: Development and performance of detailed test plans to assess adequacy of control Operating effectiveness. (Task 3.9 & 3.10 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
006	Task 6: Identification of Control deficiencies - Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness. (Task 3.10 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
007	Task 7: Discussion of Testing Results with COTR and Management Task 3.10 per SOW	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
008	Task 8: Development of Corrective Action Plans (CAPs)	A.	_____	\$_____	\$_____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
	(Task 11 per SOW	B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
009	Task 9: Final Report of DC Courts Internal Controls Assurance Report to be included in Financial Statements	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
Total Price: (*Based upon Estimated Hours – Contractor shall be compensated based upon firm-fixed unit prices and actual hours worked under resultant contract)					\$_____

B.3.4 OPTION Year 3

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
001	Task 1: Entrance Conference, Monthly Status Reports and time attendance records. (Task 3.1 & 3.2 on technical proposal)	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____
002	Task 2: Assessment and documentation of Management's Materiality Threshold (Task 3.3 per SOW)	A.	_____	\$_____	\$_____
		B.	_____	\$_____	\$_____
		C.	_____	\$_____	\$_____
		D.	_____	\$_____	\$_____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
003	Task 3: Sampling Plan - Definition and documentation of sampling selection methodology that will be used. (Task 3.4 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
004	Task 4: Assess Control Design Effectiveness Develop or enhance Narrative and/or Flowchart documents of DC Courts financial reporting internal control design processes. Develop and document listing of Key and Non-Key controls. Perform control design walkthroughs to evaluate control design effectiveness. Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness. (Task 3.5; 3.6, 3.7 & 3.8 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
005	Task 5: Development and performance of detailed test plans to assess adequacy of control Operating effectiveness. (Task 3.9 & 3.10 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____
006	Task 6: Identification of Control deficiencies - Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness. (Task 3.10 per SOW)	A. B. C. D.	_____ _____ _____ _____	\$_____ \$_____ \$_____ \$_____	\$_____ \$_____ \$_____ \$_____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
007	Task 7: Discussion of Testing Results with COTR and Management Task 3.10 per SOW	A. B. C. D.	 	\$ \$ \$ \$	\$ \$ \$ \$
008	Task 8: Development of Corrective Action Plans (CAPs) (Task 11 per SOW)	A. B. C. D.	 	\$ \$ \$ \$	\$ \$ \$ \$
009	Task 9: Final Report of DC Courts Internal Controls Assurance Report to be included in Financial Statements	A. B. C. D.	 	\$ \$ \$ \$	\$ \$ \$ \$
Total Price: (*Based upon Estimated Hours – Contractor shall be compensated based upon firm-fixed unit prices and actual hours worked under resultant contract)					\$

B.3.5 OPTION Year 4

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
001	Task 1: Entrance Conference, Monthly Status Reports and time attendance records. (Task 3.1 & 3.2 on technical proposal)	A. B. C.	 	\$ \$ \$	\$ \$ \$

CLIN No.	Item Description	Staff Level / Labor Category	Estimated. Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
		D.	_____	\$ _____	\$ _____
002	Task 2: Assessment and documentation of Management's Materiality Threshold (Task 3.3 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
003	Task 3: Sampling Plan - Definition and documentation of sampling selection methodology that will be used. (Task 3.4 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
004	Task 4: Assess Control Design Effectiveness Develop or enhance Narrative and/or Flowchart documents of DC Courts financial reporting internal control design processes. Develop and document listing of Key and Non-Key controls. Perform control design walkthroughs to evaluate control design effectiveness. Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness. (Task 3.5; 3.6, 3.7 & 3.8 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
005	Task 5: Development and performance of detailed test plans to assess adequacy of control Operating effectiveness. (Task 3.9 & 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____

CLIN No.	Item Description	Staff Level / Labor Category	Estimated Hours	Unit Price	Extended Price (Estimated Hours X Unit Price)
		D.	_____	\$ _____	\$ _____
006	Task 6: Identification of Control deficiencies - Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness. (Task 3.10 per SOW)	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
007	Task 7: Discussion of Testing Results with COTR and Management Task 3.10 per SOW	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
008	Task 8: Development of Corrective Action Plans (CAPs) (Task 11 per SOW	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
009	Task 9: Final Report of DC Courts Internal Controls Assurance Report to be included in Financial Statements	A.	_____	\$ _____	\$ _____
		B.	_____	\$ _____	\$ _____
		C.	_____	\$ _____	\$ _____
		D.	_____	\$ _____	\$ _____
Total Price: (*Based upon Estimated Hours – Contractor shall be compensated based upon firm-fixed unit prices and actual hours worked under resultant contract)					\$ _____

Authorized Company Representative Name and Title

Authorized Company Representative Signature and Date

Company Name

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Background

C.1.1 The District of Columbia Courts is seeking proposals for the services of Certified Public Accountant firms and Consulting firms qualified to perform OMB Circular A-123 internal control reviews and/or Sarbanes Oxley internal control reviews on the **GSA Professional Services Schedule (PSS) Multiple Awards Schedule (MSA)** to perform an evaluation of the control design and operating effectiveness of financial reporting internal controls in accordance with the most current iteration of OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control.

C.1.2 The Contractor shall work remotely and on-site, where applicable, at the District of Columbia Courts location(s), in conjunction with the Internal Audit Unit and the Budget and Finance Office to address the needs of the Courts. The Court contemplates a single award to one (1) Contractor for a contract not to exceed 3,000 person-hours performed in a time span not to exceed 32 weeks from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract award document.

C.2 Introduction

C.2.1 The District of Columbia Courts is seeking proposals for the services of Certified Public Accountant firms and Consulting firms qualified to perform OMB Circular A-123 internal control reviews and/or Sarbanes Oxley internal control reviews on the **GSA Professional Services Schedule (PSS) Multiple Awards Schedule (MSA)** to perform an evaluation of the control design and operating effectiveness of financial reporting internal controls in accordance with the most current iteration of OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control.

C.2.2 OMB Circular No. A-123 defines management's responsibility for internal controls in Federal agencies. The Circular provides guidance to Federal managers on improving the accountability and effectiveness of Federal programs and operations by establishing, assessing, correcting, and reporting on internal controls pertaining to and having an impact upon financial reporting. Management is responsible for establishing and maintaining internal control to achieve the objectives of effective and efficient operation, reliable financial reporting, and compliance with applicable laws and regulations.

C.2.3 The DC Courts is seeking to fully comply with the mandates of OMB Circular A-123 by taking systematic and proactive measures to (i) develop and implement appropriate, cost-effective internal control for results-oriented management; (ii) assess the adequacy of internal control in its programs and operations (iii) separately assess and document internal control over financial reporting consistent with the process defined in Appendix A of OMB Circular No. A-123; (iv) identify needed improvements; (v) take corresponding corrective action; and (vi) report annually on internal control through management assurance statements.

C.2.4 DC Courts Management has a fundamental responsibility to develop and maintain effective internal control. The proper stewardship of agency resources is an essential responsibility of agency managers and staff. Agency employees must ensure that its programs operate efficiently, and its resources are used effectively to achieve desired objectives. Programs must operate and resources must be used consistent with agency missions, in compliance with laws and regulations, and with minimal potential for waste, fraud, and mismanagement.

C.2.5 DC Courts Management is responsible for developing and maintaining effective internal control. Effective internal control provides assurance that significant weaknesses in the design or operation of internal control, that could adversely affect the agency's ability to meet its objectives, would be prevented or detected in a timely manner. Appropriate internal control should be integrated into each system established by agency management to direct and guide its operations. Internal control applies to program, operational and administrative areas as well as accounting and financial management.

C.2.6 The importance of internal control is addressed in many statutes and executive documents. The FMFIA establishes overall requirements with regard to internal control. The agency head must establish controls that reasonably ensure that: "(i) obligations and costs are in compliance with applicable law; (ii) funds, property, and other assets are safeguard against waste, loss, unauthorized use or misappropriation; and (iii) revenues and expenditures applicable to agency operations are properly recorded and accounted for to permit the preparation of accounts and reliable financial and statistical reports and to maintain accountability over the assets." In addition, the agency head must annually evaluate and report on the control and financial systems that protect the integrity of its programs (Section 2 and Section 4 of FMFIA respectively). The three objectives of internal control are to ensure the effectiveness and efficiency of operations, reliability of financial reporting, and compliance with applicable laws and regulations. The safeguard of assets is a subset of all these objectives.

C.2.7

To ensure senior management involvement, many agencies have established their own senior management council, often chaired by the agency's lead management official, to address management accountability and related issues within the broader context of agency operations. Relevant issues for such a council include ensuring the agency's commitment to an appropriate system of internal control; actively overseeing the process of assessing internal controls, including non-financial as well as financial reporting objectives; recommending to the agency head which control deficiencies are material to disclose in the annual FMFIA report; and providing input for the level and priority of resource needs to correct these deficiencies. Many agencies use a Senior Management Council to assess and monitor deficiencies in internal control. A Senior Management Council, which may include the Chief Financial Officer, a Contracting Officer, the Chief Information Officer, and the managers of other functional offices, should be involve in identifying and ensuring correction of systemic weaknesses relating to their respective functions. Such councils generally recommend to the agency head which reportable conditions are deemed to be material weaknesses to the agency as a whole and should therefore be included in the annual FMFIA assurance statement and reported in the agency's annual financial report.

C.2.8 At this instance, the DC Courts has developed a designated council of individuals to serve in this capacity, hereafter referred to as the DC Courts Strategic Assessment Team or DC SAT. This council, i.e., DC SAT is responsible for overseeing the timely implementation of corrective actions related to material weaknesses in financial reporting. Additionally, the DC SAT assists in

determining when sufficient action has been taken to declare that a reportable condition or material weakness has been corrected. While the establishment of such a council is not a requirement of OMB A-123, a Senior Management Council or similar construct is encouraged, and the DC Courts has sought to pursue and implement such a construct.

C.3 Scope of Work

C.3.1 The Contractor shall perform ancillary services related to the current OMB Circular No. A-123 Management's Responsibility for Internal Controls based upon a review of the District of Columbia Courts internal controls over financial reporting. Specifically, the Contractor shall provide the information resulting from test work to facilitate the DC Courts in preparing its annual Statement of Assurance for the fourth quarter of fiscal year ending 2022 and the 1st, 2nd, and 3rd quarters for fiscal year 2023.

C.3.2 The scope of work encompasses a review and testing of the design and effectiveness of business process control procedures for the following areas:

Activity	Division Area Activity is performed	Identified Controls
Procurement	Administrative Services Division	11
Accounts Payable	Budget & Finance Division	15
Budget Management 4 th Qtr. prior FY	Budget & Finance Division	16
General Ledger Management	Budget & Finance Division	2
Financial Reporting	Budget & Finance Division	19
Payroll	Human Resources and Budget & Finance Division	8
Crime Victims Compensation Program	Crime Victims Compensation Program – a grant sponsored program	25

Information Systems that are utilized by the areas listed above include the following:

- Oracle Federal Financial (Human Resources, Budget & Finance and Administrative Services Division Division)
- Federal Personnel and Payroll System (Human Resources Division)
- Claims Assistant Software (Crime Victims Compensation Program)
- MIP (Budget & Finance Division)
- Cherwell (Human Resources Division)

NOTE:

Information Technology controls subject to testing are limited to authorization and access controls. The scope of Information Technology platforms is limited to those platforms

identified in this proposal. Otherwise, Information Technology General Controls and the environment in which they reside are not being tested in this review.

- Oracle Federal Financial, Federal Personnel and Payroll System, and Cherwell systems are third (3rd) party systems in which DC Courts is a client. These systems are subject to an independent SSAE – 18 Review.
- The claims Assistant software is an internal system used to maintain claimant data and files pertaining to the Crimes Victim Program claims.
- The MIP system is a database system used to house data for expediency of review and is not the system of record.

C.3.3 Overall, the objective of this engagement is to provide ancillary services to the DC Courts Internal Audit Unit within the DC Courts Executive Office to support DC Courts' A-123, Management's Responsibility for Internal Controls, statement of assurance based on the following:

C.3.3.1 Testing Internal Controls

- a. Developing and executing a test plan to evaluate the design and operating effectiveness of internal controls related to following financial business processes: Procurement and Capital Projects / Maintenance functionalities. The testing purpose to allow the Agency to provide an overall assessment of their internal control system.
 - b. Developing and executing a test plan to evaluate solely the operating effectiveness of internal controls related to following financial business processes: Budget Management; Crime Victims Compensation Program; Financial Reporting; Financial Operations (i.e., Accounts Payable, Grants Receivable and Cash, Check, Credit and Debit card transactions.); General Ledger Management; and Payroll. The testing purpose to allow the Agency to provide an overall assessment of their internal control system.
 - c. Developing and executing a test plan to evaluate solely the operating effectiveness of internal controls related to information systems and interfaces as outlined: Oracle Federal financial; Federal personnel and Payroll system and Claims Assistant Software. The testing purpose to allow the Agency to provide an overall assessment of their internal control system.
1. **Listing of Control Deficiencies.** Develop a report listing the deficiencies identified through internal control testing which will facilitate the DC Courts' development of corrective actions, where needed.
 2. **Annual Assurance Statement.** Present internal control testing results and corrective actions plan, if applicable, to the COTR and/or Agency Head to provide a basis for the annual assurance statement over internal control included in the Performance Annual Report (PAR).

C.3.4 Project Phases to accomplish Scope of Work

C.3.4.1 This scope of work will be completed in five (5) phases defined as follows:

Phase 1 - Planning and Project Management

Phase 2 – Walk-through and Test of Design Effectiveness for processes noted in section 1

Phase 3 - Test of Control Operating Effectiveness for processes noted in section 1

Phase 4 – Evaluation / Discussion of Findings

Phase 5 – Reporting

C.3.4.2 Contractor Proposed Tasks to accomplish Scope of Work

The Contractor shall perform the following tasks:

C.3.4.2.1 Kick-off Meeting – An Entrance Conference will be scheduled with the Contractor and the Courts prior to the start of fieldwork to discuss the engagement, deliverables, and the Courts’ and Contractor’s responsibilities.

C.3.4.2.2 Periodic Status Meetings – In the periodic meeting subsequent to the Entrance Conference, define sampling selection methodology to be used in testing and documentation of reasonableness of management’s Qualitative and Quantitative Materiality threshold.

C.3.4.2.3 Subsequent status meetings will provide COTR with interim status reports that include but is not limited to completion of agreed upon contract milestones, changes in agreed upon approach, difficulties encountered that impede work completion and quality of work product and overall direction of contract performance. Status meetings will be performed virtually, until further notice.

C.3.4.2.4 Materiality Threshold – Documentation of reasonableness evaluation of contractor’s evaluation on the DC Courts internally developed Management’s Qualitative and Quantitative Materiality threshold.

C.3.4.2.5 Sampling - Definition of sampling selection methodology that will be used.

C.3.4.2.6 Obtain, review, and document the established financial reporting internal control processes of the following:

- DC Courts Administrative Services Division
 - Procurement process
 - DATA Act
- DC Courts Budget & Finance Division
 - Financial Operations processes - functions limited to Accounts Payable
 - Budget process for fourth quarter of fiscal year ending 2022
 - General Management process
 - Financial Reporting process

- DC Courts Human Resources Division; Information Technology Division & various DC Court Divisions performing hiring & termination of personnel.
 - Payroll
- Crime Victims Compensation Program Division
 - Processing and Payment of Grant services pertaining to crime victims.

C.3.4.2.7 Identify financial reporting internal controls. Document key and non-key controls based on agreed upon quantitative and qualitative materiality thresholds.

C.3.4.2.8 Assess Control Design effectiveness by performing walk-throughs of the key controls that need to be evaluated and tested.

C.3.4.2.9 Develop a Listing of Control Deficiencies identified in walk-throughs of Control Design effectiveness.

C.3.4.2.10 Develop detailed test plans and review protocols for each area in which the key controls were identified.

C.3.4.2.11 Perform testing based on test plans and assess the adequacy of Control Operating effectiveness of key internal controls.

C.3.4.2.12 Develop a Listing of Control Deficiencies identified in testing of Control Operating effectiveness.

C.3.4.2.13 Corrective Action Plans - Based on the Codification of Control Deficiencies, a Management Corrective Action Plan(s) is developed and presented to COTR and relevant management for review and agreement.

C.3.4.2.14 Presentation of draft and final Management Assessment Report - Contractor shall present internal control testing results and corrective action plans to the Chief Financial Officer, Deputy Chief Financial Officer, Executive Officer, Deputy Executive Officer, and Chief Auditor.

C.4 Location of Work

The work shall be performed primarily on a remote basis. If and where necessary, contractor can request access to the following Court sites:

Moultrie Courthouse
500 Indiana Ave., NW, 6th Floor
Washington D.C. 20001-2131

Gallery Place Office
700 6th Street, NW, 12th Floor
Washington D.C. 20001-2131

The following sites will be accessible and utilized on an ad-hoc basis:

Building A
515 5th Street NW
Washington D.C 20001-2131

Building B
510 4th Street, NW
Washington D.C 20001-2131

Building C
410 E Street, NW
Washington D.C 20001-2131

C.5 Period of Performance

The period of performance for this SOW is not to exceed thirty-two (32) weeks to be performed by Accounting/Consulting Engagement personnel not-to exceed 3000 person-hours. Engagement personnel with appropriate qualifications shall be determined and approved by COTR during the planning phase. The work is to be performed remotely and on-site, where appropriate at DC Courts facilities.

C.6 Records Retention

C.6.1 All electronic documents, including control testing plans, workpapers, control evidence and related contract deliverables so noted as part of this contract shall be considered the property of the DC Courts.

C.6.2 At the request of the COTR, the Contractor shall periodically review these resource materials with the COTR and establish file and retention plans. No later than fourteen (14) days before the close-out of the project period of performance, the contractor shall review with the COTR all project-related materials and agree on a disposition plan for the project close-out phase.

NOTE: The SOW is not complete until all deliverables are accepted and approved by the COTR.

C.7 Supervision

In fulfilling the requirements of this contract, the Contractor shall:

C.7.1 Continuously monitor the status of work, providing COTR with timely information regarding possible problems and proposed action required to mitigate such problems.

C.7.2 Continuously communicate status of the work relative to the approved schedule. This requirement may be fulfilled by timely filing of the weekly status reports by contractor's staff as required under the project management protocols.

- C.7.3 Assure that staff working under this contract provide weekly status report throughout the performance of the contractor's work, setting out current and upcoming activities, decisions required and issues of concern. *[Note: Timely, complete, and satisfactory*

provision by the Contractor to the DC Courts of such reports shall be a condition precedent to payment of the contractor.]

- C.7.4 Assure that every two weeks (or as otherwise specified) staff working under this contract provide progress updates to the COTR that enable an updating of the project plan reflecting progress in completing scheduled work.

SECTION D - PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection Of Services and Acceptance

- E.1.1 **DEFINITIONS:** “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the District of Columbia Courts covering the services furnished under this solicitation and the awarded contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long as the contract requires. The following information may be included in “Quality Assurance Checklist” that may be included for each deliverable: Control Number, No of Page Numbers, Line Number Description.
- E.1.3 The Courts has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Courts shall perform inspections and test in a manner that shall not unduly delay the work.
- E.1.4 If any of the services do not conform with the contract requirements, the Courts may require the Contractor to perform the services again in conformity with the contract requirements, at no increase in the contract amount. When the defects in services cannot be corrected by reperformance, the Courts may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- E.1.5 If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with the contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Courts that is directly related to the performance of such service or (2) terminate the contract for default.
- E.1.6 The Contractor shall experience a ten percent (10%) rate reduction for each order not delivered within timeframes specified for each service, in accordance with Section C-Statement of Work and Section F.4--Deliverables.

The Contractor's timely performance is critical to the Chief Auditor's Division. Therefore, late services will be viewed unfavorably, duly noted in the Contractor's performance evaluation and reported to the Contracting Officer.

E.2 ACCEPTANCE OF SERVICES

Services shall be accepted by the Contracting Officer's Technical Representative (COTR). The COTR will be identified in Section G.6.2 of this solicitation.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract

The base term of the contract shall be for one (1) year from the date of award of the contract. The date of award shall be the date the Contracting Officer signs the contract document.

F.2 Commencement of Work

The work starting date for the Contractor shall be mutually agreed upon by the Courts and Contractor.

F.3 Option Period

The Courts may extend the term of this contract for an additional four (4) one (1) year periods, or a fraction, or multiple fractions thereof.

F.3.1 Option to Extend the Term of the Contract

The Courts may extend the term of this contract for four (4) one (1) year option period, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Courts to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the 30-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year.

F.3.3 The Offeror shall include in its price proposal, the price for the base year and all option years.

Failure to submit price for base year and all option years may cause the Courts to exclude your offer from further consideration.

F.3.4 The total duration of this contract including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 Deliverables

F.4.1 All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall complete the tasks and provide to the Contract Administrator (COTR) the deliverables specified below within the designated time frames:

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
PHASE 1 - PLANNING PHASE (Estimated time of completion – 2 weeks)					
1.	Kick-off Meeting (Entrance Conference): Conduct planning meetings with key stakeholders, including coordination with the Agency's independent financial statement Auditors to align priorities and timelines to minimize duplication of efforts for DC Courts personnel (Task 3.1)	1	Electronic copy – Attendance sheet Meeting agenda. Minutes of meeting issues discussed, and decisions mutually agreed upon, i.e., Listing of Control Deficiencies and Final Report	One (1) week after award contract	COTR
2.	Entrance Conference Documents to be provided to COTR: 1. Establish agreed upon roles, responsibilities, and timing of project activities. 2. Establish a detailed timeline and validate with COTR, management and process owners. (Task 3-1)	1	Electronic copy – Documentation of agreed upon procedures listing role, responsibilities, and project management timeline and materiality threshold Documentation of agreed upon sample thresholds	One (1) week after contract award	COTR
3.	Periodic Status Meetings: Provide periodic status reporting to COTR, key stakeholders, noting work completed, progress of current activities and deliverables, and communication of any internal control weaknesses identified. (Task 3-2)	Agendas and Meeting Minutes	Electronic copy	Bi-monthly (initial phases of contract) Weekly (during the final periods of the contract)	COTR
4.	1. Documentation of reasonableness evaluation of Management's Qualitative and Quantitative Materiality threshold. 2. Definition of sampling selection methodology that will be used. (Task 3.2)	1	Electronic copy – Documentation of agreed upon materiality threshold	Two (2) weeks after contract award	COTR

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
5.	Documentation of current DC Courts Standard Operating Procedures for each process area that will be tested. (Task 3-3 & Task 3-4)	1	Electronic copies, where applicable, and paper documents of SOPs	Two (2) weeks after contract award	Contractor
PHASE 2 – WALK-THROUGH AND TEST OF CONTROL DESIGN EFFECTIVENESS (Estimated time of completion – 4 weeks)					
1.	Obtain and review the most current documentation that describes DC Courts process and controls, e.g., process cycle memos, business process documentation and/or SOPs, whichever is available (Task 3 - 6)	1	Electronic copy – Brief report of Business Process reviewed preliminary assessment of design and updated process memo.	3 rd , 4 th , 5 th & 6 th Week	COTR
2.	Conduct meetings with process owners to do walk-through and obtain an understanding of the controls of each in-scope process. (Task 3 – 6)	1	Electronic copy – Brief report of Business Process reviewed preliminary assessment of design and updated process memo	3 rd , 4 th , 5 th & 6 th Week	Contractor & COTR
3.	Update process cycle memos (i.e., SOPs), as needed, based on the walk-through (Task 3 – 7)	1	Electronic copy – Brief report of Business Process reviewed preliminary assessment of design and updated process memo	3 rd , 4 th , 5 th & 6 th Week	COTR & Division Directors
4.	Obtain and test/inspect supporting documentation for a sample of one (1) transaction for each key control identified during the walk-through. (Task 3-4; Task 3 – 8)	1		3 rd , 4 th , 5 th & 6 th Week	COTR
5.	Evaluate the design of key control and communicate any deficiencies or recommendations to management. (Task 3 – 9)	1	Electronic copy – Listing of Key Controls	3 rd , 4 th , 5 th , & 6 th Week	COTR & Division Directors
6.	Collaborate with management on the development of corrective action plans for noted control design findings	1	Electronic copy – Listing of Corrective Action Plan	3 rd , 4 th , 5 th & 6 th Week	COTR & Division Directors

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
	(Task 3 – 9)				
PHASE 3 - TEST OF CONTROL OPERATING EFFECTIVENESS (Estimated time of completion – 16 weeks)					
1.	For each in-scope key control, select a sample of transactions and obtain supporting documentation for testing (Task 3-4)	1	Electronic copy - Detailed test plans and review of protocols	7 th week through 22 nd week	COTR
4.	Obtain and inspect supporting documentation for a sample of transaction for each key control identified during the walkthrough (Task 3 – 10)	1	Electronic copy -	7 th week through 22 nd week	COTR
5.	Evaluate the control effectiveness of key control and communicate any deficiencies or recommendations to management (Task 3 – 11)	1	Electronic copy – Listing of Key Controls	7 th week through 22 nd week	COTR
6.	Collaborate with management on the development of corrective action plans (Task 3 – 11)	1	Electronic copy – Listing of Corrective Action Plan	7 th week through 22 nd week	COTR
Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
PHASE 4 – COMMUNICATION OF CONTROL FINDINGS NOTED FROM TESTING (Estimated time of completion – 4 weeks)					
1.	Identify, evaluate, and communicate operating effectiveness deficiencies to management. (Task 3 – 2; Task 3 - 10)	1	Electronic copy – Listing of Operating Effectiveness Deficiencies/Testing results	23 rd , 24 th , 25 th , & 26 th Week	COTR
2.	Obtain where applicable Management’s response to findings on when, who and how corrective action to remedy finding will be performed. (Task 3 – 11)	1	Electronic copy – Listing of management’s responses to the agreed upon corrective action for noted findings	23 rd , 24 th , 25 th , & 26 th Week	COTR & Division
3.	Collaborate with management on the development of corrective action plans. (Task 3 – 11)	1	Electronic copy – Listing of Corrective Action Plan	23 rd , 24 th , 25 th , & 26 th Week	COTR

Item Number	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
<p style="text-align: center;">PHASE 5 - REPORTING PHASE (Estimated time of completion – 2 weeks)</p>					
1.	Development/Codification of Control Deficiencies used to facilitate Management's Corrective Action Plans (Task 3 - 11)	1	Electronic copy – A documented dashboard report that recaps the results of all internal control testing activities to include at a minimum - Listing of Control Effectiveness, Control Deficiencies and Corrective Action Plan	27 th , & 28 th Week	COTR
2.	Present internal control testing results and corrective action plans to the Chief Financial Officer, Deputy Chief financial Officer, Executive Officer, Deputy Executive Officer, and Chief Auditor (Task 3 – 12)	1	Electronic copy – Format to be determined in Phase 1	27 th , & 28 th Week	COTR
3.	Internal Control Review Management Assurance report (Task 3 – 13)	1	Electronic copy – Format to be determined in Phase 1	27 th , & 28 th Week	COTR

F.4.2 Records Retention

F.4.2.1 All electronic documents, including control testing plans, workpapers, control evidence and related contract deliverables so noted as part of this contract shall be considered the property of the DC Courts.

F.4.2.2 At the request of the COTR, the Contractor shall periodically review these resource materials with the COTR and establish file and retention plans. No later than fourteen (14) days before the close-out of the project period of performance, the contractor shall review with the COTR all project-related materials and agree on a disposition plan for the project close-out phase.

NOTE: The SOW is not complete until all deliverables are accepted and approved by the COTR.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- G.1.2 The contractor shall be compensated as set forth below. Effective June 8, 2018, all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in both the DC Courts Supplier Information Form as well as IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor.
 - The contract and purchase order numbers.
 - Invoice date and number.
 - Description, quantity, unit of measure, and extended price of the services of supplies actually rendered.
 - Date the services or supplies were rendered.
 - Shipping & payment terms.
 - Name and address of the Contractor official to whom payment is to be sent.
 - Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - The Contractor's Electronic Fund Transfer (EFT) routing identification (bank name and code, account number) or the Contractor's complete remittance or check mailing address, including the name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent; and
 - Signature of a person so authorized to certify that the services or supplies were provided as stated.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the

electronic invoice along with all the required supporting documentation as stated in the contract.

- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2 Final Invoice

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 Tax Exempt

- G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

- G.4.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

- G.5 In addition, the Contractor shall complete **Attachment J.7- District of Columbia Courts Release of Claims form and submit to the Contracting Officer.**

G.6 Audits:

At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Court and a discrepancy of overpayment is found, the Court shall be reimbursed for said overpayment within thirty (30) days after written notification.

- G.6.1 **Contracting Officer and Contracting Officer's Technical Representative (COTR).**

- G.6.2 **Contracting Officer.** The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Court official authorized to contractually bind the Court through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene Reynolds
Contracting Officer

Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., Suite 1250
Washington, D.C. 20001
Telephone Number: (202) 879-2872
Darlene.Reynolds@dccsystem.gov

- G.6.3 **Contracting Officer's Technical Representative (COTR):** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

Mr. Darryl Lesesne
Chief Internal Auditor
DC Courts Executive Office
500 Indiana Ave, 6th floor
Washington DC, 20001
Telephone Number: 202-879-1783 /301 -379-5468
Email: Darryl.Lesesne@dccsystem.gov

- G.7 **Authorized Representative of the Contracting Officer.**

- G.7.1 The COTR will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the COTR shall not have authority to make changes in the scope or terms and conditions of the contract.

- G.7.2 **THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.**

SECTION H - SPECIAL CONTRACTS REQUIREMENTS

H.1 Other Contractors

The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.

H.2 Disclosure of Information

H.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.

H.2.2. In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.

H.2.3 Each officer or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.

H.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

H.3 Rights in Data

H.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.

H.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or

pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.

H.3.3 The term "Computer Software" as used herein, means all computer programs and relational computer databases, "Computer Programs" as used herein are defined as a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. Computer programs include operating systems, assemblers, compilers, interpreters, database management systems, utility programs, sort/merge programs, and automatic data processing equipment (ADPE) maintenance diagnostic programs.

H.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The offeror hereby acknowledges that all data, including, without limitation, produced by the offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until such time as the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the offeror's request to publish or reproduce data in professional or public relations trade publications.

H.4 Security Requirements

The requirement for Contractor personnel to obtain a security clearance as designated by the Contracting Officer may arise per District of Columbia Courts security policies and procedures. The District of Columbia Courts will notify the Contractor of all such requirements as soon as practicable.

H.5 Wage Rates

The Contractor is bound by the attached Wage Determination No.2015-4281, Revision No.: 25, dated 12/27/2022, issued by the U.S. Department of Labor, in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351, incorporated herein as Attachment J.9. The Contractor shall be bound by the prevailing wage rates for the term of the contract. If the Courts exercise any option year, the Contractor shall be bound by the wage determinations in effect at that time.

PART II

SECTION I - CONTRACT CLAUSES

I.1 Applicability of General Provisions Applicable to the D.C. Courts Contracts

The General Provisions Applicable to D.C. Courts Contracts (Attachment J. 1) shall be applicable to the contract resulting from this solicitation.

I.2 Restriction on Disclosure and Use of Data

Offerors who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

I.3 Ethics in Public Contracting

The Offeror shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment J.3.

I.4 Disputes

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

I.5 Laws and Regulations

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

I.6 Non-Discrimination

The Contractor agrees that it will comply with the non-discrimination requirements set forth in D.C. Code, Section 2-1402.11 (Supp. 2006) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

I.7 Examination of Books and Records

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers, and record of the Contractor involving transactions related to the contract.

I.8 Record Keeping

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records shall be subject to periodic audit by the Court.

I.9 Subcontracts

None of the Contractor's work or services hereunder may be subcontracted by the Contractor to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontractor approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.10 Protest

I.10.1

Any aggrieved person may protest this solicitation, award, or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts. Protest shall be filed in writing, within ten (10) working days after the basis of the protest is known (or should have been known), whichever is earlier with the Contracting Officer at:

I.10.1.1 Administrative Services Division
District of Columbia Courts
Contracts and Procurement
700 6th Street, NW-12th Floor
Washington, D.C. 20001

I.10.2 A protest shall include the following:

I.10.2.1 Name, address, and telephone number of the protester

I.10.2.2 Solicitation or contract number

I.10.2.3 Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents

I.10.2.4 Request for a ruling by the Contracting Officer; and

I.10.2.5 Statement as to the form of relief requested.

I.11 Insurance

I.11.1 Prior to execution of the contract, the Contractor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with an insurance company licensed or qualified to do business with the District of Columbia Courts. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) day written notice to the District of Columbia Courts prior to their termination or material alteration. The Contractor must submit to the Contracting Officer a certificate of insurance as evidence of compliance within ten (10) calendar days after request.**

I.11.2 Comprehensive General Liability: Insurance against liability for bodily injury insurance coverage in the amount of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 Workers' Compensation: The Contractor shall carry Workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement and the Contractor agrees to comply at all times with the provisions of the Workers compensation laws of the district.

I.11.4 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles): The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned, and hired vehicles against liability for bodily injury and property damage in an amount not less than that required by law of the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended.

I.12 Cancellation Ceiling.

I.12.1 In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2023, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

PART III

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- J.1 General Provisions Applicable to DC Courts Contracts**
- J.2 Anti-Collusion Statement**
- J.3 Ethics in Public Contracting**
- J.4 Non-Discrimination**
- J.5 Certification of Eligibility**
- J.6 Tax Certification Affidavit**
- J.7 District of Columbia Courts Release of Claims**
- J.8 Past Performance Evaluation Form (Please refer to Clause L.2.7.)**
- J.9 Wage Determination 2015-4281, Revision 25 dated 12/27/2022**
- J.10 Supplier Information Form**

PART IV

REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Certification Regarding a Drug-Free Workplace.

K.1.1 Definitions. As used in this provision:

K.1.1.1 "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C.) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

K.1.1.4 "Drug-free workplace" means the site (s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 "Employee" means an employee of a Contractor directly engaged in the performance of work under a government contract. "Directly engaged" is defined to include all direct costs employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.1.7 By submission of its offer, the offeror, if other than an individual who is making an offer that equals or exceeds \$25,000.00, certifies, and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (Unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contract of less than 30 calendar days performance duration, but in any case, by a date prior to when

performance is expected to be completed.

- K.1.1.8 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- K.1.1.9 Establish an ongoing drug-free awareness program to inform such employees about -
- (i) The dangers of drug abuse in the workplace
 - (ii) The Contractor's policy of maintaining a drug-free workplace
 - (iii) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- K.1.1.10 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision.
- K.1.1.11 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction
- K.1.1.12 Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this clause, from an employee or otherwise receiving actual notice of such conviction
- K.1.1.13 The notice shall include the position title of the employee; and
- K.1.1.14 Within thirty (30) calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.1.15 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.2 By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.3 Failure of the offeror to provide the certification required by paragraphs K.1.2 or K.1.3 of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19-602-1(a)(2) (i) and (ii).

K.1.4 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 or K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.5 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Print Name of Authorized
Representative

Title

Signature of Authorized Representative

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

K.2. ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

K.3. RESERVED

K.4. OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- ____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- ____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed, attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the proposal is considered to be a certification by the signatory that:
- (1) The prices in this proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to (i) those prices, (ii) the intention to submit a proposal, or (iii) the methods or factors used to calculate the price proposal

- (2) The prices in this proposal have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other offeror or competitor before proposal opening unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.
- (b) Each signature on the proposal is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above:

 (insert full name or person(s) in the organization responsible for determining the prices offered in this proposal and the title of his or her position in the Offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

K.6. TYPE OF BUSINESS ORGANIZATION

Offeror operates as () an individual, () a partnership, () a nonprofit organization, () a corporation, incorporated under the laws of the State of _____, () a joint venture, () other.

K.7. PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dun and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 **Proposal Submission and Identification**

- L.1.1 **Proposals shall be submitted VIA EMAIL to Contract Specialist, Katrina J. Cypress at katrina.cypress@dccsystem.gov no later than 2:00PM (EST) on Thursday, May 11, 2023.**

The offeror's "Subject" email shall indicate:

Proposal for Solicitation Number: DCSC-23-GSA-97 OMB Circular No. A-123 Services for the District of Columbia Courts.

L.1.2 **Confidentiality of Submitted Information**

- L.1.2.1 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

- L.1.2.1.1 *"This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."*

- L.1.2.2 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

- L.1.2.2.1 *"Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".*

- L.1.2.3 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.

L.2 **Proposal Information and Format**

- L.2.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Work Statement. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services

provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.

- L.2.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. **The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of Volume II - Price Proposal. See also, clause L.2.9 – Price Proposal.**

- L.2.2.1 **Volume I - Technical Proposal shall comprise the following tabs and information:**

Section	Description – Evaluation and Selection Criteria
A	Knowledge/experience/working ability and understanding of OMB Circular No. A-123, Management's Responsibility for Internal Control, Appendix A
B	Offeror's ability to Evaluate the Internal Control Structure of Entities impacted by OMB A-123
C	Qualification of Proposed staff
D	Offeror's Past Performance

- L.2.2.1.1 **Section A – Knowledge/experience/working ability and understanding of OMB Circular No. A-123, Management's Responsibility for Internal Control, Appendix A**

The Offeror shall provide evidence which clearly shows knowledge, experience, working ability and understanding of OMB Circular No. A-123 - Management's Responsibility for Internal Control, Appendix A. Offeror shall list prior experience and past performance in performing OMB Revised Circular A-123 assessments.

- L.2.2.1.2 **Section B – Offeror's ability to evaluate internal control structure of the areas impacted by OMB A-123**

The Offeror provides evidence of his ability to evaluate an organization's internal control structure to achieve effective and efficient operations, reliability of financial reporting, and compliance with laws and applicable regulations. The Offeror shall provide a **comprehensive plan to accomplish the work described herein.**

L.2.2.1.3 Section C – Qualifications of proposed staff

The Offeror shall submit, at minimum, the following information via resumes for each proposed staff member utilizing under this contract:

1. Background
2. Years of experience
3. Degrees and/or Certifications
4. Previous work performed

L.2.2.1.4 Section D - Past Performance

The Offeror shall provide a list of past performance to include, at minimum, the following:

Three (3) letters of reference to include information about previously performed District or federal or private entity contracts providing the same or similar services. (See Attachment J.8 For each reference, the Offeror shall submit the following information:

1. Name of Contracting Organization, Contracting Officer, and Contract Number
2. Contract Type
3. Total Contract Value
4. Description of Requirements

Offeror: no partial awards will be made.

L.2.2.2 Volume II – Price Proposal shall comprise the following tabs:

Tab A	Price Information – price proposal must be submitted using the format provided in Section "B" of this RFP (See also, clause L.2.9). Detailed Breakdown of Price
Tab B	Contractual Information – all other required information as specified in Clause L.2.4, M.3.3 and M.3.4

L.2.2.2.1 At a minimum, the price proposal shall include the followings:

- a. Identify the hourly rates and extended price.
- b. Identify the total price and include a summary of all items/SINS proposed.
- c. Identify any discounts from your GSA Schedule Price.

L.2.2.2.2 **Note: This is a request for proposals from GSA Professional Services Schedule**

(PSS) Multiple Awards Schedule (MAS). All firms submitting proposals in reference to this request shall include a copy of their current GSA Federal Supply Contract(s).

L.2.2.3 **Each offeror shall submit one completed copy of the RFP, one (1) original and three (3) copies of the Technical Proposal, and one (1) original and three (3) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.2.4 **General Information**

L.2.4.1 Each Offeror must provide the following information in this section:

L.2.4.1.1 Whether the offeror is a corporation, joint venture, partnership (including type of partnership) or individual.

L.2.4.1.2 Ownership structure.

L.2.4.1.3 Ownership by foreign corporation with an interest exceeding five (5) percent.

L.2.4.1.4 Articles of incorporation, partnership or joint venture agreement.

L.2.4.1.5 **Copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;**

L.2.4.1.6 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements; and

L.2.4.1.7 Name, address, and current phone number of offeror's contact person.

L.2.5 **Experience and Qualification (See Sections L.2.2.1 Tab A & M.2.1)**

L.2.5.1 The offeror shall describe the experience and qualification **to accomplish the work described in Section "C" - Description/Specifications/Statement of Work.** This shall include:

L.2.5.1.1 Overall understanding of the RFP requirements.

L.2.5.1.2 Documentation indicating the capabilities and experience with same or similar type of service.

L.2.5.1.3 Provide detail description(s) of experience and knowledge of MD-110 requirements, developing investigations plans, conducting through investigations, and preparing Reports of Investigations.

L.2.5.1.4 Clearly defined project responsibilities and accountability.

- L.2.5.1.5 Appropriate management and staffing to the project team.
- L.2.6 Each Offeror must provide the following information in this section:
- L.2.6.1.1 Name, Address, Telephone Number, DUNS Number and federal tax identification number of the offeror.
- L.2.7 **Past Performance (See Sections L.2.2.1 Tab B & M.2.2)**
- L.2.7.1 The information requested in this section shall facilitate the evaluation of the Offeror's past performance in delivering the Court's requirements as described herein. Offeror without a record of relevant past performance or for whom information on past performance is not available; the offeror may not be evaluated favorably or unfavorably on past performance.
- L.2.7.2 The Offeror shall provide any information to substantiate the Offeror's past performance in completing the requirements of Section C. The Offeror shall provide the following information:
- L.2.7.3 Past Performance/References: The offeror shall submit three (3) past performance/references for which services of this nature have been provided in the past three (3) years using Attachment J.8 Past Performance Evaluation Form. The list shall include the name, address, telephone number, and e-mail address of the contact person.
- L.2.7.4 The offeror shall have at least three (3) past performance references complete a Past Performance Evaluation Form (Attachment J.8). This information will be used to query previous customers regarding Offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Performance Evaluation Form and return them with the technical proposal submission. For each reference contacted, the contact person will be requested to confirm the Period of performance, dollar amount, Timeliness of Performance, Cost Control Business Relations, and Customer Satisfaction.
- L.2.7.5 Past performance information will be used for both responsibility determinations and as an evaluation factor against which Offeror's relative ranking will be compared in accordance with the evaluation criteria set forth in Section M. The Court will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude, and complexity to that detailed in the RFP. In determining the rating for the past performance, the Court may consider the contracts, which are relevant to the RFP.
- L.2.7.6 The Court reserves the right to contact the owners of projects known to have been completed within the last three (3) years and the information received may be used in the evaluation of past performance.

L.2.8 **Disclosure**

L.2.8.1 This section of the proposal shall include the disclosure information described below:

L.2.8.1.1 **Disclosure details of any legal action or litigation past or pending against the offeror.**

L.2.8.1.2 **A statement that the offeror knows of no conflict between its interests and those of the District of Columbia Courts; and further that the offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the District of Columbia Courts; and**

L.2.8.1.3 Documentary evidence (e.g., certificates) that the offeror is authorized to conduct business in the district, and the offeror is current in its tax obligation to the District of Columbia.

L.2.9 **Price Proposal**

L.2.9.1 A separately bound price proposal must be submitted using the format provided in Section "B" of this RFP. The offeror's price proposal shall become a part of the awarded contract. The offeror's price proposal shall include all costs for the required services. This pricing information will also be used for evaluation purposes.

L.3 **Proposal Submission Date and Time, Late Submission, Modifications and Withdrawals**

L.3.1 Proposals shall be submitted no later than the date and time specified in the solicitation. Proposals, modifications to proposals, or requests for withdrawal that are received in the designated Courts office after the exact local time specified above, are "late" and shall be considered only if they are received before an award is made and one (1) or more of the following circumstances apply:

L.3.1.1 The proposal or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offers.

L.3.1.2 The proposal or modification was sent by mail, and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the Courts after receipt; or

L.3.1.3 The proposal is the only proposal received.

- L.3.2 The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.
- L.3.3 A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.
- L.3.4 A late modification of a successful proposal which makes its terms more favorable to the Courts shall be considered at any time it is received and may be accepted.
- L.3.5 A late proposal, late modification or late withdrawal of offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.
- L.4 **Questions**
- L.4.1 **Deadline for Questions** concerning this Request for Proposals is **May 5th, 2023, at 2PM** and must be directed by **e-mail** to:
- Katrina J. Cypress, Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 Sixth Street, N.W., 12th Floor
Washington, D.C. 20001
E-mail address: Katrina.Cypress@dccsystem.gov
Telephone: 202-879-7572
- L.4.2 For further information on submission of questions, please refer to section L.4 of this RFP.
- L.5 **Explanation to Prospective Offerors**
- L.5.1 **Any prospective offeror desiring an explanation or interpretation of this solicitation must request it by email no later than 2PM on May 5th, 2023.** Requests should be directed to the procurement contact person at the e-mail address listed in Section L.4. Any substantive information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting

offers or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 **Changes to the RFP**

L.6.1 The terms and conditions of this RFP may only be modified by written amendments issued by the Contracting Officer, any oral representations to the contrary notwithstanding.

L.7 **Contract Award**

L.7.1 The Courts intend to make an award to the responsible offeror whose proposal represents the best value to the Courts taking into consideration the evaluation factors set forth in Section M.

L.7.2 The Courts may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of price, technical, and other factors.

L.7.3 **Best and Final Offer (BAFO)**

The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost and technical standpoint. However, if discussions are held with offerors, all offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written Final Proposal Revisions at the designated date and time. If any modification is submitted, it must be received by the date and time specified and is subject to the "Late Submissions, Modifications and Withdrawals of Proposals" provisions of this solicitation. After receipt of Best and Final Offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Courts best interest to do so. If discussions are reopened, the Contracting Officer shall issue an additional request for Best and Final Offer to all offerors still within the competitive range.

L.8 **Cancellation of Award**

L.8.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.

L.9 **Official Offer**

- L.9.1 Offers signed by an agent shall be accompanied by evidence of that agent's authority unless that evidence has been previously furnished to the Contracting Officer.
- L.10 **Certifications, Affidavits and Other Submissions**
- L.10.1 Offerors shall complete and return with their price proposal the Representations and Certifications (Section K) and Attachment J.6 Tax Certification Affidavit.
- L.11 **Retention of Proposals**
- L.11.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.2.3.
- L.12 **Public Disclosure under FOIA**
- L.12.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.
- L.13 **Examination of Solicitation**
- L.13.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.
- L.14 **Acknowledgment of Amendments**
- L.14.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.
- L.15 **Right to Reject Proposals**

L.15.1 The Courts reserve the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.16 **Proposal Preparation Costs**

L.16.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.17 **Prime Contractor's Responsibilities**

L.17.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all of the requirements of this RFP.

L.17.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery, and quality of such services. The Contractor will be considered the sole point of contact with regards to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.18 **Contract Type**

L.18.1 This is a labor-hour contract with firm-fixed unit prices.

L.19 **Failure to Respond to Solicitation**

L.19.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.20 **Signing Offers and Certifications**

L.20.1 Each offer must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS**. All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must include the signature and title of the person having authority to

sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.21 **Errors in Offers**

L.21.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.22 **Authorized Negotiators**

L.22.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.23 **Acceptance Period**

The Offeror agrees, if its offer is accepted within one hundred twenty (120) days from the date specified in this solicitation for the submission of proposals, or if it's a Final Proposal Revision (FPR) is accepted within one hundred twenty (120) days from the date specified for submission thereof to furnish services at the price stated in the Price proposal, delivered or performed at the designated place within the time specified in this solicitation.

L.24 **Exceptions**

L.24.1 Any exceptions taken to the requirements, clauses, provisions, or terms and conditions of the solicitation shall be submitted in writing to the Contracting Officer's email in accordance with Section L.4 of this solicitation prior to the submission of proposals. The offeror shall identify each requirement, clause, provision or term and condition for which exceptions and/or deviations are requested. Each exception and/or deviation identified shall be fully explained including sufficient justification as to technical problems, cost savings, and/or benefits to the government so that the government can thoroughly evaluate the offeror's input and determine if it is in the best interest of the government to amend the solicitation. If the offeror's explanation is not acceptable to the government, the

exception and/or deviation will not be allowed, and the solicitation shall not be amended.

L.24.2 **NO EXCEPTIONS AND/OR DEVIATIONS SHALL BE ACCEPTED AFTER THE CLOSING DATE OF THE SOLICITATION. ANY PROPOSAL CONTAINING EXCEPTIONS AND/OR DEVIATIONS MAY BE DETERMINED UNACCEPTABLE AND REMOVED FROM FURTHER CONSIDERATION.**

PART V

SECTION M - EVALUATION FACTORS

M.1 Evaluation for Award

The Courts intend to make an award to the responsible firm whose proposal represents the best value to the Courts. The non-price factors when combined are significantly more important than Price. The Courts may award a contract upon the basis of initial offers received, without discussions. Therefore, each initial offer shall contain the offeror's best terms from a cost/price and technical standpoint. No award shall be made unless the Contracting Officer makes confirmation or affirmative determination of responsibility for the potential contractor. THE POTENTIAL CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) PRIOR TO AWARD OF CONTRACT. REGISTER AT www.sam.gov.

M.2 Evaluation Criteria

All technical responses will be evaluated and ranked by the Courts utilizing the Evaluation Criteria noted in *Section L.2.2.1 Evaluation and Selection Criteria*. A contract will be evaluated and subsequently awarded to the responsive and responsible offeror whose proposal meets the requirements set forth in this solicitation as well as offers the best value to the Courts. Proposals will be evaluated with points assigned to each section as follows:

<u>Evaluation Criteria</u>	<u>Point Range</u>
A. Knowledge, experience, working ability, and understanding of OMB Circular No. A-123, Management's Responsibility for Internal Control, Appendix A	<u>35</u>
B. Offeror's ability to evaluate internal control structure	<u>20</u>
C. Qualifications of proposed staff	<u>35</u>
D. Past Performance	<u>10</u>
Total Points	<u>100</u>

M.3 Price

The Courts will not rate or score price, but will evaluate each offeror's price proposal for realism, reasonableness, and completeness. In the event the evaluation of technical responses provided by offerors are similar, the reasonableness, completeness and realism of the price offered will serve as a greater influence on the selection of contract award. This evaluation will reflect the offeror understands the solicitation requirements and the validity of the offeror's approach to performing the work.

M.3.1 Pricing Proposal Format

The offeror's price proposal shall include all costs for the required services. The Court contemplates a single award to one (1) Contractor for a contract not to exceed 3,000 person-hours. Therefore, a separate price proposal must be submitted by the offeror using the format provided below for a base year and optional years. The offeror's price proposal shall become a part of the awarded contract. Furthermore, alternative price proposals will not be considered by the Courts.

M.4 Cost/Price Proposal Evaluation

M.4.1 The Courts will not rate or score cost/price but will evaluate each offeror's cost/price proposal for realism, reasonableness, and completeness. This evaluation will reflect the offeror's understanding of the solicitation requirements and the validity of the offeror's approach to performing the work. Alternative cost/price proposals, if considered by the Courts will be evaluated on contract type risk, potential savings, other advantages, or disadvantages to the Courts, and at the discretion of the government.

M.4.2 Realism. The Courts will evaluate the realism of the proposed cost/price by assessing the compatibility of proposed cost/price with proposal scope and effect. In the evaluation, the Courts will consider the following:

- a. Do the proposed costs/prices reflect a clear understanding of the requirements?
- b. Do the proposed cost/prices for performing various functional service requirements reflect the likely costs to the offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed cost/prices unrealistically high or low?
- d. Are the proposed costs/prices consistent with the technical and management/staffing approach (e.g., if the offeror proposes a staff of x people, the price proposal must account for x people)?

M.4.3 Reasonableness. In evaluating reasonableness, the Courts will determine offeror's proposed costs/prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business. The assessment of reasonableness will take into account the context of the source selection, including current market conditions and other factors that may impact cost/price. In the evaluation, the Courts will consider the followings:

- a. Is the proposed price(s) (for Section B – Supplies or Services and Cost/Price) comparable to the Courts Independent Cost Estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill mix and/or sufficient to meet the Section C requirements based upon the offeror's technical and management approach?
- c. Are the proposed price(s) for hardware and software comparable to competitor's costs/prices under this solicitation?

- d. Are the proposed price(s) for installing hardware and software comparable to competitor's cost/prices under this solicitation?
- e. Are the proposed price(s) for warranty and customer support comparable to competitor's costs/prices under this solicitation?

M.4.4 Completeness. In evaluating completeness, the Courts will determine if the offeror's provided cost/pricing data of sufficient detail to fully support the offer and permit the Courts to evaluate the proposal thoroughly. In the evaluation, the Courts will consider the following:

- a. Do the proposed costs/prices include all price elements the offeror is likely to incur in performing the effort?
- b. Are proposed costs/prices traceable to requirements?
- c. Do proposed costs/prices account for all requirements?
- d. Are all proposed costs/prices supported with adequate data to permit a thorough evaluation?

M.5 Prospective Contractor's Responsibility

M.5.1 In order to receive an award under this RFP, the Court's Contracting Officer must determine that the prospective contractor has the capability in all respects to perform fully the contract requirements. To be deemed responsible, a prospective contractor must establish that it has:

- M.5.1.1 Financial resources adequate to perform the contract, or the ability to obtain them.
- M.5.1.2 Ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- M.5.1.3 A satisfactory record of performance.
- M.5.1.4 The necessary organization, experience, accounting and operational control, and technical skills, or the ability to obtain them.
- M.5.1.5 Compliance with the applicable District licensing, tax laws, and regulations.
- M.5.1.6 The necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- M.5.1.7 Other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

M.5.1.8 The Courts reserves the right to request from a prospective contractor information necessary to determine the prospective contractor's responsibility. Information is to be submitted upon the request of the Courts within the time specified in the request. Failure of an offeror to comply with a request for information may subject the offeror's proposal to rejection on responsibility grounds. If a prospective contractor fails to supply the requested information, the Court's Contracting Officer shall make the determination of responsibility or non-responsibility based on available information. If the available information is insufficient to make a determination of non-responsibility, the Court's Contracting Officer shall determine the offeror to be non-responsible.